

MEMORANDUM

SEPTEMBER 26, 1985

TO: BOSTON REDEVELOPMENT AUTHORITY AND
STEPHEN COYLE, DIRECTOR

FROM: MITCHELL FISCHMAN, SENIOR PROJECT COORDINATOR, BACK BAY

SUBJECT: AUTHORIZATION TO EXECUTE A MEMORANDUM OF UNDERSTANDING
WITH PARKS AND RECREATION DEPARTMENT AND COPLEY SQUARE
CENTENNIAL COMMITTEE, INC. IN CONNECTION WITH THE
REDESIGN AND RECONSTRUCTION OF COPLEY SQUARE

On July 25, 1985, the Authority authorized the Director to enter into a Professional Services Consultant Contract with Clarke and Rapuano, Inc., in an amount not to exceed \$300,000, to provide design and construction inspectional services related to Copley Square's redesign and reconstruction.

A preliminary design plan was completed by this same firm as a part of the 1984 National Design Competition for Copley Square. The Trustees of the Edward Ingersoll Browne Commission have appropriated \$150,000 from the Browne Fund to aid in financing the design and engineering costs and the Copley Square Centennial Committee, Inc., has pledged a matching \$150,000 to provide for anticipated total design and engineering fees of \$300,000.

The Authority will be the City's lead agency in administering and supervising the Consultant's Contract; the City's Parks and Recreation Department will be responsible for reviewing the Consultant's plans, and in providing necessary technical guidance for the preparation of final construction drawings; and the Copley Square Centennial Committee, Inc., will pay invoices of the Consultant up to \$150,000 and will instruct the City of Boston Trust Department to pay an equal amount directly to the Consultant.

To further the interests of the three parties that will be directly involved with the Consultant's work products and to assure that the Consultant's invoices will be handled expeditiously by the Copley Square Centennial Committee, Inc., it is recommended that the Director be authorized to enter into a Memorandum of Understanding with the City of Boston Parks and Recreation Department and the Copley Square Centennial Committee, Inc., related to the redesign and reconstruction of Copley Square, substantially in accord with the form attached.

Page 2.

SEPTEMBER 26, 1985

An appropriate vote follows:

VOTED: That the Director be, and hereby is, authorized to enter into a Memorandum of Understanding with the City of Boston Parks and Recreation Department and the Copley Square Centennial Committee, Inc., related to the redesign and reconstruction of Copley Square, substantially in accord with the form attached.

Mr. Stanley
Boston Redevelopment Authority
1 City Hall Square
Boston, Massachusetts 02201

Dear Mr. Stanley:

It is encouraging to see progress on the Copley Square reconstruction project. An important objective has been met with the execution of the contract with Clarke and Rapson, Inc.

I authorize the Boston Redevelopment Authority to proceed with the administration and supervision of the Copley Square reconstruction, with all work to be subject to the review and approval of the Parks and Recreation Commission. This authorization is given with the provision that no construction may commence until the construction funds have been secured, and the Commission is satisfied that private fundraising activity has proceeded to a point.

I would like to again express my support of this project. I look forward to working with you in the design and implementation of this project.

Sincerely,

Robert A. McGee
Commissioner

RMH/cc

cc: Kenneth Hines
Copley Square Centennial Committee

Raymond L. Flynn, Mayor/Boston, MA 02108

Boston

September 19, 1985

Mr. Stephen Coyle, Director
Boston Redevelopment Authority
1 City Hall Square
Boston, Massachusetts 02201

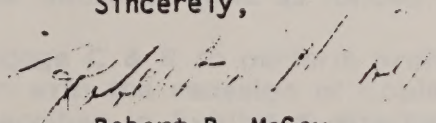
Dear Mr. Coyle,

It is encouraging to see progress on the Copley Square restoration project. An important objective has been met with the execution of the contract with Clarke and Rapuano, Inc.

I authorize the Boston Redevelopment Authority to proceed with the administration and supervision of the Copley Square reconstruction, with all work to be subject to the review and approval of the Parks and Recreation Commission. This authorization is given with the provision that no construction may commence until the construction funds have been secured, and the Commission is satisfied that private fundraising activity has proceeded in earnest.

I would like to again express my support of this project. I look forward to working with you in the review and implementation of this project.

Sincerely,


Robert R. McCoy
Commissioner

RRM/cc

cc: Kenneth Himmel
Copley Square Centennial Committee

Raymond L. Flynn, Mayor/PARKS AND RECREATION DEPARTMENT



MEMORANDUM OF UNDERSTANDING

This Agreement entered into this day of , by and between the Boston Redevelopment Authority, a body politic and corporate, duly organized and existing pursuant to Chapter 121B of the Massachusetts General Laws, having its usual place of business in Boston, Massachusetts (hereinafter referred to as the "Authority"), the City of Boston, acting by and through the Parks and Recreation Department (hereinafter referred to as the "Parks Department"), and Copley Square Centennial Committee, Inc., a Massachusetts non-profit corporation, having its usual place of business in Boston, Massachusetts (hereinafter referred to as the "Committee").

WHEREAS, in connection with the reconstruction of Copley Square (hereinafter referred to as the "Project"), the Authority is committed to providing services to prepare design development plans, cost estimates and construction documents for the reconstruction of Copley Square and to provide certain assistance and administration services for bidding and construction of the project;

WHEREAS, the Authority is entering into a professional services contract (hereinafter referred to as the "Contract") with Clarke & Rapuano, Inc., having its usual place of business at 215 Lexington Avenue, New York, New York 10016 (hereinafter referred to as "C & R"), winner of the National Design competition for Copley Square, to provide these professional and technical services in connection with the reconstruction of Copley Square in accordance with C&R's winning conceptual design;

WHEREAS, the parties desire that the design and construction of the Project be satisfactory to all of the parties hereto; and

WHEREAS, the Edward Ingersoll Browne Fund has committed to the Committee \$150,000 in matching funds to be administered by the City of Boston Trust Department, to be matched by \$150,000 from the Committee, for purposes of funding the Contract.

NOW, THEREFORE, the parties do hereto mutually agree as follows:

1. The Authority hereby agrees to engage C & R to perform professional and technical services in connection with the redesign of Copley Square, in accordance with the Contract described in Exhibit A attached hereto.
2. The parties agree to meet at least monthly to review the services provided by C & R under the Contract. Any actions, with respect to C & R's work, shall require the concurrence of the three parties.
3. The Authority shall be responsible for verifying completion of professional services for which payment is requested and agrees to submit original copies of invoices and other such documentation in writing as may be appropriate to certify completion of the services for which payment is requested, including a letter from the Authority's Liaison with C & R, described in Exhibit A attached hereto, authorizing such payment. Should the Committee question any items for which payment is requested, it shall obtain clarification from the Authority's Liaison with C & R.

4. The Committee agrees to pay C & R, within 10 working days of its receipt of the Authority's request, 50% of the amount due to C & R for the invoice pursuant to the Contract. The Committee also agrees to instruct the City of Boston Trust Department to pay an equal amount from the Browne Fund directly to C & R.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding as of the day and year first above written.

BOSTON REDEVELOPMENT AUTHORITY

Attest: _____

By _____
Stephen Coyle, Director

CITY OF BOSTON
PARKS AND RECREATION DEPARTMENT

Attest: _____

By _____
Robert R. McCoy, Commissioner

COPLEY SQUARE CENTENNIAL COMMITTEE, INC.

Attest: _____

By _____
Kenneth A. Himmel, President

APPROVED AS TO LEGAL FORM

Assistant General Counsel
Boston Redevelopment Authority

CONTRACT FOR PROFESSIONAL SERVICES

BY AND BETWEEN

BOSTON REDEVELOPMENT AUTHORITY

AND

CLARKE & RAPUANO, INC.

This Agreement entered into this day of , by and between the Boston Redevelopment Authority, a public body politic and corporate, duly organized and existing pursuant to Chapter 121B of the Massachusetts General Laws, having its usual place of business in Boston, Massachusetts, hereinafter referred to as the "Authority" and Clarke & Rapano, Inc., having its usual place of business at 215 Lexington Avenue, New York, New York 10016, hereinafter referred to as the "Consultant".

WITNESSETH THAT:

WHEREAS, the Authority desires to engage the Consultant, winner of the National Design Competition for Copley Square, to render certain technical and professional services hereinafter described in connection with the reconstruction of Copley Square in accordance with the Consultant's winning design.

NOW, THEREFORE, the parties do hereto mutually agree as follows:

Employment of Consultant

The Authority hereby agrees to engage the Consultant and the Consultant hereby agrees to perform the services hereinafter set forth.

Project Area Covered

The Consultant shall perform all the necessary services provided under this Contract in connection with and in respect to the preparation of the final design for Copley Square.

The area of Copley Square for which the Consultant will provide the services set forth herein is bounded by Boylston Street, Clarendon Street, St. James Avenue and Dartmouth Street and is delineated in Exhibit A attached hereto.

Purpose of Contract

The purpose of Consultant services, hereunder, is to prepare design development plans, cost estimates and construction documents for the reconstruction of Copley Square and to provide certain assistance and administration services for bidding and construction of the project.

ARTICLE I - GENERAL

A. Outline of Work Tasks

The services to be carried out by the Consultant are in distinct but interrelated and interdependent work tasks. These are described in detail in this Contract and include without limitation those described under Article II - Scope of Work which are as follows:

- Task 1. Conceptual Design. Parties acknowledge that this Task has already been completed as a part of the National Design Competition for Copley Square.
- Task 2. Design Development
- Task 3. Construction Documents
- Task 4. Construction Contract Assistance
- Task 5. Construction Period Services
- Task 6. Post Construction Services

B. Relationship with the Authority

- 1. The Authority will designate a staff member ("Authority Liaison") who will direct the work of the Consultant under this Contract.
- 2. The Authority Liaison will be the principal contact between the Consultant and the Authority. Matters of policy and contractual concerns will be brought directly to the attention of the Authority Liaison who will issue instruction to the Consultant as necessary. Such instructions shall constitute a part of this Contract as additions to Article II.
- 3. Technical materials and discussions, and communications with other agencies of government, community groups, organizations, consultants, and interested individuals will be communicated directly by and between the Consultant and the relevant party with a copy of all correspondence and information to the Authority Liaison.

C. Relationship with Other Authority Consultants

- 1. The Consultant will follow the direction of the Authority with regard to work to be performed, time of performance, and format of work tasks to be performed by other consultants to the Authority that are necessary to facilitate the completion of the Consultant's work.

D. Relationship with Public and Utility Agencies

- 1. The Consultant, with assistance from the Authority Liaison will establish procedures for effective coordination with public agencies and utility companies.

2. The Authority Liaison will be the principal contact between the Consultant and public agencies and utilities in arranging for meetings, collection of data, review of documents and receipt of comments.

E. Citizen Participation

It is anticipated that during the course of the project informal meetings with the Copley Square Centennial Committee, agencies, local community groups and interested parties will be required. All meetings will be scheduled and coordinated by the Authority Liaison and attended by the Consultant if requested. The Consultant shall assist in preparation for such meetings.

F. Data Furnished by the Authority

1. The Authority will provide the Consultant with topographic and utility surveys showing the current conditions within the project area delineated in Exhibit A.
2. The Authority will provide, as available, as-built construction drawings of existing facilities, previous subsurface borings, test results and other pertinent data available from its files or other City of Boston agencies.
3. The Authority will provide borings and subsurface investigations as may be reasonably required by the Consultant for design development and construction documents. The Consultant shall determine the requirements for borings and subsurface investigations, and assist the Authority in engaging consultants for such services.

G. Design Program

Inasmuch as the Authority does not contemplate any major or significant change from the design program established in the National Design Competition, the Consultant shall proceed with design development in accordance with the conceptual design and such changes in the design program the Authority may find necessary or appropriate.

H. Construction Budget

The construction budget is \$2,810,000. The Consultant shall develop final construction design within the constraints of this budget except as the Authority may otherwise authorize and in which the Consultant concurs.

I. Codes and Standards

1. The work under this contract shall be designed to conform to the codes of the City of Boston and sound construction standards.
2. All services and materials to be provided under this Contract shall be in form and substance reasonably satisfactory to the Authority in its sole discretion.

ARTICLE II - SCOPE OF WORK

A. Task 1 - Conceptual Design (Completed as a part of the 1984 National Design Competition for Copley Square)

B. Task 2 - Design Development

- 2.1. During design development, the Consultant will prepare studies, sketches, and drawings of design details as necessary to advance the concept design to a preliminary design stage.
- 2.3. In addition to such studies, sketches and drawings the Consultant shall prepare the following preliminary drawings for reviews and approvals by the Authority and any other City of Boston agencies:
 - o development plan showing the proposed design
 - o grading and drainage plan
 - o pavement and lighting plan
 - o irrigation and utility plan
 - o planting plan
 - o fountain, kiosk and monument details
 - o elevations, sections, profiles and other pertinent details

Plans shall be drawn at the scale of 1"=20'; elevations, sections, profiles and details shall be at suitable scales.

- 2.3. The Consultant shall prepare outline specifications in support of the preliminary drawings.
- 2.4. The Consultant shall prepare a preliminary itemized construction cost estimate based on quantities of items measured from the preliminary drawings and set forth in the outline specifications.
- 2.5. The Consultant shall prepare a technical narrative report on the proposed design and germane items e.g., foundations, utilities, mechanical equipment etc.
- 2.6. For preliminary design submission at the end of design development, the Consultant shall furnish six copies of the preliminary drawings, outline specifications, construction cost estimate and technical report, and one set of sepia transparencies of the drawings.
- 2.7. The Authority shall review the preliminary design submission and the Consultant shall incorporate the Authority's comments in the preliminary design documents.

C. Task 3 - Construction Documents

- 3.1. The Consultant shall proceed with the preparation of construction documents on the basis of the approved preliminary design documents. The construction documents to be prepared by the Consultant are construction drawings, technical specifications, special requirements and bid quantities. The Authority shall provide its bidding, legal and general requirements for construction documents. The

construction documents will be prepared and assembled in accordance with the Authority's standard format, and shall set forth in detail the requirements for construction of the project.

3.2. The construction drawings shall be drawn on reproducible drafting film in a nominal sheet size of 30"x42". The construction drawings shall clearly define the work and shall include the following:

- o title and signature sheet
- o legend and notes
- o demolition and removal plan
- o development plan
- o grading and drainage plan with details
- o pavement and lighting plan with details
- o irrigation and utility plan with details
- o planting plan with planting details
- o fountain plan with structural, mechanical, electrical and plumbing details
- o kiosk and other structures
- o requirements for Gibran and Ahern Memorials
- o benches, signs, trash receptacles, drinking fountains and other miscellaneous items

Plans shall be drawn a scale of 1"=20'; elevations, sections, profiles and details shall be at a suitable scale.

- 3.3. The technical specifications shall be prepared in the format of the Construction Specification Institute (CSI) which shall prescribe the work, materials, standards, and methods of measurement and payment. The specifications shall be typewritten in black on white 8-1/2x11 inches paper.
- 3.4. The bid quantities shall be measured from the construction drawings, plans and specifications, which the Consultant shall use in making a final construction cost estimate.
- 3.5. At 75% completion, the Consultant shall submit to the Authority for its review and by other public agencies six copies of the construction drawings, specifications, construction cost estimate and supporting technical data and computations, and one set of sepia transparencies of construction drawings. The Consultant shall incorporate the review comments in the construction documents.
- 3.6. At completion, the Consultant shall submit to the Authority six copies of the completed construction drawings, specifications, bidding quantities, construction cost estimate, supporting technical data, and one set of sepia transparencies of the construction drawings for final review. The consultant shall incorporate the review comments in the construction contract documents along with the Authority's standard and special contract provisions.

D. Task 4 - Construction and Contract Assistance

- 4.1. The Consultant shall assist the Authority in preparing an invitation for bid form, a proposal form and contract form.
- 4.2. The Consultant shall assist the Authority in having the contract documents printed in a quantity for issuance to bidders.
- 4.3. The Consultant shall assist the Authority in tabulating and reviewing bids.

E. Task 5 - Construction Period Services

- 5.1. The construction period will commence with the award of the construction contract(s) and will terminate with the acceptance of the facility by the Authority. Except as otherwise provided in this Agreement, the Consultant will not provide administration of the construction contract under this task, but will act only in an advisory capacity to the Authority.
- 5.2. The Consultant shall review all Contractor and Sub-contractor shop drawings, schedules, descriptive literature, samples and test for conformity with the contract documents and recommend to the Authority approval, disapproval, or other suitable disposition. The Consultant shall also review the Contractor and Sub-contractor requests for information or clarification of the construction drawings and specifications.
- 5.3. The Consultant shall inspect and tag at their sources the plant materials the Contractor proposes to install in the project.
- 5.4. The Consultant shall visit the project periodically (at least weekly during periods of greatest construction activity), to observe the quality of construction and to advise the Authority if the work is in accordance with contract documents. The Consultant shall keep familiar with the progress and quality of the work on the project and shall endeavor to guide the Authority against defects and deficiencies in the work of the Contractors and Sub-Contractors.
- 5.5. The Consultant shall review proposals for change orders when requested by the Authority. The Consultant's reply regarding his review of cost proposals shall include an independent breakdown of costs in detail.
- 5.6. The Consultant shall participate in intermediate and final inspections, acting as observer and adviser to the Authority. The Consultant shall provide qualified engineers and landscape architects who are familiar with the design work to act as observers and advisors in the inspection.
- 5.7. If requested, the Consultant shall provide construction administration and inspection services, which shall include designation of a qualified person, acceptable to the Authority, to be the Resident

Engineer who shall act as the representative of the Authority on the project site, and assist the Authority in its administration of the construction contract. The Authority shall pay the Consultant an additional fee for these services at prevailing wage rates.

F. Task 6 - Post Construction Services

- 6.1. For a period of one year after the Authority's acceptance of the Project, the Consultant shall furnish advisory and consulting services normal to such a professional contract and necessary or advisable to assure the proper functioning of the Project.
- 6.2. The Consultant shall prepare as-built drawings showing the changes made during the construction period. The Authority shall have the Contractor maintain a marked-up construction drawings set of prints showing all changes made during construction which shall be furnished to the Consultant at the end of construction. From the marked-up prints, the Consultant shall make the changes on the original contract drawings and note them to be "Record Drawing". Amendments and change orders shall be similarly embodied in the specifications and drawings. The Consultant shall deliver the record drawings and specifications to the Authority within sixty days after receiving the marked-up prints.

ARTICLE III - TIME AND ORDER OF CONSULTANT'S SERVICES

- A. The Consultant shall render services required under this Contract in such sequences and at such times as to ensure the prompt and continuous execution of the services of the Consultant. The Authority and the Consultant agree that said services shall be submitted to the Authority according to the following schedule from the date of this Contract.

- | | |
|--------------------------------------|---|
| 1. Conceptual Design | (completed as a part of the National Design Competition for Copley Square) |
| 2. Design Development: | a maximum of 110 working days. |
| 3. Construction Documents: | a maximum of 130 working days. |
| 4. Construction Contract Assistance: | as required for coordination with the Authority's advertising and bidding schedule. |
| 5. Construction Period Services: | as required by the construction period set forth in the construction contract. |
| 6. Post Construction Services: | a minimum of one calendar year after the Authority's acceptance of the project. |

CONTRACT FOR PROFESSIONAL SERVICES

BY AND BETWEEN

BOSTON REDEVELOPMENT AUTHORITY

AND

CLARKE & RAPUANO, INC.

This Agreement entered into this day of , by and between the Boston Redevelopment Authority, a public body politic and corporate, duly organized and existing pursuant to Chapter 121B of the Massachusetts General Laws, having its usual place of business in Boston, Massachusetts, hereinafter referred to as the "Authority" and Clarke & Rupano, Inc., having its usual place of business at 215 Lexington Avenue, New York, New York 10016, hereinafter referred to as the "Consultant".

WITNESSETH THAT:

WHEREAS, the Authority desires to engage the Consultant, winner of the National Design Competition for Copley Square, to render certain technical and professional services hereinafter described in connection with the reconstruction of Copley Square in accordance with the Consultant's winning design.

NOW, THEREFORE, the parties do hereto mutually agree as follows:

Employment of Consultant

The Authority hereby agrees to engage the Consultant and the Consultant hereby agrees to perform the services hereinafter set forth.

Project Area Covered

The Consultant shall perform all the necessary services provided under this Contract in connection with and in respect to the preparation of the final design for Copley Square.

The area of Copley Square for which the Consultant will provide the services set forth herein is bounded by Boylston Street, Clarendon Street, St. James Avenue and Dartmouth Street and is delineated in Exhibit A attached hereto.

Purpose of Contract

The purpose of Consultant services, hereunder, is to prepare design development plans, cost estimates and construction documents for the reconstruction of Copley Square and to provide certain assistance and administration services for bidding and construction of the project.

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B. Relationship with the Authority

1. The Authority will designate a staff member ("Authority Liaison") who will direct the work of the Consultant under this Contract.
2. The Authority Liaison will be the principal contact between the Consultant and the Authority. Matters of policy and contractual concerns will be brought directly to the attention of the Authority Liaison who will issue instruction to the Consultant as necessary. Such instructions shall constitute a part of this Contract as additions to Article II.
3. Technical materials and discussions, and communications with other agencies of government, community groups, organizations, consultants, and interested individuals will be communicated directly by and between the Consultant and the relevant party with a copy of all correspondence and information to the Authority Liaison.

C. Relationship with Other Authority Consultants

1. The Consultant will follow the direction of the Authority with regard to work to be performed, time of performance, and format of work tasks to be performed by other consultants to the Authority that are necessary to facilitate the completion of the Consultant's work.

D. Relationship with Public and Utility Agencies

1. The Consultant, with assistance from the Authority Liaison will establish procedures for effective coordination with public agencies and utility companies.

2. The Authority Liaison will be the principal contact between the Consultant and public agencies and utilities in arranging for meetings, collection of data, review of documents and receipt of comments.

E. Citizen Participation

It is anticipated that during the course of the project informal meetings with the Copley Square Centennial Committee, agencies, local community groups and interested parties will be required. All meetings will be scheduled and coordinated by the Authority Liaison and attended by the Consultant if requested. The Consultant shall assist in preparation for such meetings.

F. Data Furnished by the Authority

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2. The Authority will provide, as available, as-built construction drawings of existing facilities, previous subsurface borings, test results and other pertinent data available from its files or other City of Boston agencies.
3. The Authority will provide borings and subsurface investigations as may be reasonably required by the Consultant for design development and construction documents. The Consultant shall determine the requirements for borings and subsurface investigations, and assist the Authority in engaging consultants for such services.

G. Design Program

Inasmuch as the Authority does not contemplate any major or significant change from the design program established in the National Design Competition, the Consultant shall proceed with design development in accordance with the conceptual design and such changes in the design program the Authority may find necessary or appropriate.

H. Construction Budget

The construction budget is \$2,810,000. The Consultant shall develop final construction design within the constraints of this budget except as the Authority may otherwise authorize and in which the Consultant concurs.

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- o planting plan
- o fountain, kiosk and monument details
- o elevations, sections, profiles and other pertinent details

Plans shall be drawn at the scale of 1"=20'; elevations, sections, profiles and details shall be at suitable scales.

2.3. The Consultant shall prepare outline specifications in support of the preliminary drawings.

2.4. The Consultant shall prepare a preliminary itemized construction cost estimate based on quantities of items measured from the preliminary drawings and set forth in the outline specifications.

2.5. The Consultant shall prepare a technical narrative report on the proposed design and germane items e.g., foundations, utilities, mechanical equipment etc.

2.6. For preliminary design submission at the end of design development, the Consultant shall furnish six copies of the preliminary drawings, outline specifications, construction cost estimate and technical report, and one set of sepia transparencies of the drawings.

2.7. The Authority shall review the preliminary design submission and the Consultant shall incorporate the Authority's comments in the preliminary design documents.

C. Task 3 - Construction Documents

3.1. The Consultant shall proceed with the preparation of construction documents on the basis of the approved preliminary design documents. The construction documents to be prepared by the Consultant are construction drawings, technical specifications, special requirements and bid quantities. The Authority shall provide its bidding, legal and general requirements for construction documents. The

construction documents will be prepared and assembled in accordance with the Authority's standard format, and shall set forth in detail the requirements for construction of the project.

- 3.2. The construction drawings shall be drawn on reproducible drafting film in a nominal sheet size of 30"x42". The construction drawings shall clearly define the work and shall include the following:

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- o legend and notes
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- 3.4. The bid quantities shall be measured from the construction drawings, plans and specifications, which the Consultant shall use in making a final construction cost estimate.
- 3.5. At 75% completion, the Consultant shall submit to the Authority for its review and by other public agencies six copies of the construction drawings, specifications, construction cost estimate and supporting technical data and computations, and one set of sepia transparencies of construction drawings. The Consultant shall incorporate the review comments in the construction documents.
- 3.6. At completion, the Consultant shall submit to the Authority six copies of the completed construction drawings, specifications, bidding quantities, construction cost estimate, supporting technical data, and one set of sepia transparencies of the construction drawings for final review. The consultant shall incorporate the review comments in the construction contract documents along with the Authority's standard and special contract provisions.

D. Task 4 - Construction and Contract Assistance

- 4.1. The Consultant shall assist the Authority in preparing an invitation for bid form, a proposal form and contract form.
- 4.2. The Consultant shall assist the Authority in having the contract documents printed in a quantity for issuance to bidders.
- 4.3. The Consultant shall assist the Authority in tabulating and reviewing bids.

E. Task 5 - Construction Period Services

- 5.1. The construction period will commence with the award of the construction contract(s) and will terminate with the acceptance of the facility by the Authority. Except as otherwise provided in this Agreement, the Consultant will not provide administration of the construction contract under this task, but will act only in an advisory capacity to the Authority.
- 5.2. The Consultant shall review all Contractor and Sub-contractor shop drawings, schedules, descriptive literature, samples and test for conformity with the contract documents and recommend to the Authority approval, disapproval, or other suitable disposition. The Consultant shall also review the Contractor and Sub-contractor requests for information or clarification of the construction drawings and specifications.
- 5.3. The Consultant shall inspect and tag at their sources the plant materials the Contractor proposes to install in the project.
- 5.4. The Consultant shall visit the project periodically (at least weekly during periods of greatest construction activity), to observe the quality of construction and to advise the Authority if the work is in accordance with contract documents. The Consultant shall keep familiar with the progress and quality of the work on the project and shall endeavor to guide the Authority against defects and deficiencies in the work of the Contractors and Sub-Contractors.
- 5.5. The Consultant shall review proposals for change orders when requested by the Authority. The Consultant's reply regarding his review of cost proposals shall include an independent breakdown of costs in detail.
- 5.6. The Consultant shall participate in intermediate and final inspections, acting as observer and adviser to the Authority. The Consultant shall provide qualified engineers and landscape architects who are familiar with the design work to act as observers and advisors in the inspection.
- 5.7. If requested, the Consultant shall provide construction administration and inspection services, which shall include designation of a qualified person, acceptable to the Authority, to be the Resident

Engineer who shall act as the representative of the Authority on the project site, and assist the Authority in its administration of the construction contract. The Authority shall pay the Consultant an additional fee for these services at prevailing wage rates.

F. Task 6 - Post Construction Services

- 6.1. For a period of one year after the Authority's acceptance of the Project, the Consultant shall furnish advisory and consulting services normal to such a professional contract and necessary or advisable to assure the proper functioning of the Project.
- 6.2. The Consultant shall prepare as-built drawings showing the changes made during the construction period. The Authority shall have the Contractor maintain a marked-up construction drawings set of prints showing all changes made during construction which shall be furnished to the Consultant at the end of construction. From the marked-up prints, the Consultant shall make the changes on the original contract drawings and note them to be "Record Drawing". Amendments and change orders shall be similarly embodied in the specifications and drawings. The Consultant shall deliver the record drawings and specifications to the Authority within sixty days after receiving the marked-up prints.

ARTICLE III - TIME AND ORDER OF CONSULTANT'S SERVICES

- A. The Consultant shall render services required under this Contract in such sequences and at such times as to ensure the prompt and continuous execution of the services of the Consultant. The Authority and the Consultant agree that said services shall be submitted to the Authority according to the following schedule from the date of this Contract.

- | | |
|--------------------------------------|---|
| 1. Conceptual Design | (completed as a part of the National Design Competition for Copley Square) |
| 2. Design Development: | a maximum of 110 working days. |
| 3. Construction Documents: | a maximum of 130 working days. |
| 4. Construction Contract Assistance: | as required for coordination with the Authority's advertising and bidding schedule. |
| 5. Construction Period Services: | as required by the construction period set forth in the construction contract. |
| 6. Post Construction Services: | a minimum of one calendar year after the Authority's acceptance of the project. |

The period in each item above shall commence with the completion of the immediately preceding items. Notwithstanding any of the foregoing, Consultant Services under Tasks 2 and 3 above, shall be completed within nine and one-half (9.5) months from the date of this Agreement.

- B. If an extension of time is required as the result of circumstances not caused nor reasonably foreseeable by the Consultant or for which the Consultant is not at fault, reasonable extensions shall be granted and if such delays are cause for the Consultant to do extra work, as determined by the Authority, the Consultant shall be compensated for the extra work in accordance with Article V Payment for Supplementary Services.

ARTICLE IV - PAYMENT FOR BASIC SERVICES

- A. Except as otherwise specifically provided for herein, the Authority shall pay to the Consultant, as total compensation for all services rendered hereunder a fee of \$231,975.75.
- B. Payment for basic services rendered under Tasks 2-6 shall be made in proportion to services performed for the given task and the amount of fee allocated to the given task as follows:

Task 1.	Conceptual Design	\$	*
Task 2.	Design Development		72,858.50
Task 3.	Construction Documents		114,518.25
Task 4.	Construction Contract Assistance		3,032.00
Task 5.	Construction Period Services		34,885.00
Task 6.	Post Construction Services		<u>6,682.00</u>
Total Fee		\$	231,975.75

* Parties acknowledge that a \$30,000 fee for Task 1. Conceptual Design has already been paid to Clarke and Rapuano, Inc., as a part of the 1984 National Design Competition for Copley Square, and is not a part of this Contract.

- C. Should the Authority determine to reduce or halt or eliminate any task, the Consultant shall then be compensated for services already performed as mutually determined.

ARTICLE V - PAYMENT FOR SUPPLEMENTARY SERVICES

- A. The Authority agrees to compensate the Consultant for any supplementary services not specifically provided for hereunder. Payment shall be a fixed sum for each defined supplementary service approved by the Authority in writing, based upon the Consultant's estimate of the cost of providing the defined supplementary service.
- B. Where the cost of supplementary services cannot be accurately estimated by the Consultant, due to uncertainties related to the nature of supplementary services, the Authority may elect to compensate the Consultant as follows:

2.5 times the direct salary costs of technical personnel for hours expended in performing the supplementary service plus the time of principals at \$75 per hour.

At the Authority's request, the Consultant shall prepare a general supplementary service estimate of anticipated hours and salary costs whose total shall be an amount not to be exceed in performing the services, except as the Authority may further authorize. The Consultant shall submit certified time sheets with requests for payments.

- C. Changes and/or revisions to drawings or specifications resulting from a major program change of the Authority, which are requested and approved by the Authority prior to the award of the Construction Contract, shall be paid for by the Authority in accordance with either Paragraph A or B above.
- D. If the Authority, after commencement of the Consultant's performance of the services hereunder, postpones, delays, or suspends the Project and subsequently, after a lapse of time, directs the resumption of performance of services by the Consultant, the Consultant, if he, in the judgement of the Authority, is caused to do extra work as a result thereof which he would not have had to do otherwise, will be entitled to extra compensation for such extra work to be paid in accordance with Paragraph A or B above.
- E. The Consultant shall be compensated in accordance with Paragraph A or B above for consultation concerning replacement of any construction work damaged by fire or other causes during construction and furnishing professional services as may be required in connection with the replacement of such work, provided, however, that the Consultant agrees to provide without charge the necessary professional services during the period of guarantee of the work for any items replaced or services rendered by the construction contractor without charge under its guarantee.
- F. The Consultant shall be compensated in accordance with Paragraph A or B above for extra work in arranging for construction work to proceed should the construction contractor default due to delinquency or insolvency.

ARTICLE VI - REIMBURSABLE EXPENSES

- A. Reimbursable expenses (as outlined in Schedule I attached hereto) are in addition to compensation for basic and supplementary services and include actual expenditures made the Consultant in the interest of the Project for the expenses listed in the following paragraphs:
- B. Expense of reproduction of plans specifications, reports and other data and documents, requested by and furnished to or on behalf of the Authority.

- C. Expense of renderings, models and mock-ups as requested by the Authority.
- D. Expense of travel expenses; including transportation, meals and lodging expenses; requested and approved by the Authority in writing.
- E. Testing of construction materials and in connection therewith, the Consultant shall be reimbursed its actual costs in retaining a competent testing laboratory.

ARTICLE VII - MAXIMUM PAYMENT FOR ANY AND ALL SERVICES

It is expressly understood and agreed that in no event will the total compensation and reimbursement, if any, to be paid hereunder exceed the maximum sum of \$300,000 for any and all of the services and expenses required or rendered by the Consultant.

ARTICLE VIII - METHOD OF PAYMENT

A. Basic Services

The Consultant shall make written application monthly or periodically for payment of fees and reimbursable expenses for all services hereunder in accordance with the task amounts specified in Article IV. Said applications shall include a certified statement from the Consultant indicating the services performed and the percentage of completion of such services and such additional information as may be required. The Authority shall authorize payments to the Consultant for each task (in accordance with the Memorandum of Understanding, dated _____ 1985, attached as Exhibit B), and shall authorize retainage of five (5%) percent of each payment, but not including that portion of the payment for reimbursable expenses, until satisfactory completion of all services. Upon award of the construction contract and start of Task 5, the Authority shall authorize release to the Consultant of the amounts retained from payments for Tasks 2, 3 and 4.

B. Supplementary Services

- Payment for supplementary services and related reimbursable expenses shall be authorized, in accordance with Exhibit B, after receipt and acceptance by the Authority of a written application for payment of such supplementary services. Whenever payment to the Consultant is based upon an amount equal to two and one-half (2.5) times the Consultant's hourly rates for the time of its employees, the Consultant's application for payment shall be accompanied by an abstract of each payroll covered by the application showing the name of the person employed on the work, job title, the number of hours worked, hourly rates, and total wages contributed to the work performed. Such abstracts shall be certified by a principal of the Consultant and shall contain such additional information as may be required to verify the charges.

ARTICLE IX - OWNERSHIP OF ORIGINAL DOCUMENTS

All designs, drawings and specifications developed in the performance of the Contract are and shall be the property of the Authority.

ARTICLE X - ASSIGNABILITY

The Authority may assign or transfer its interests in this Contract, without the written consent of the Consultant, to the City of Boston, or any department thereof, provided, however, that at the time of such assignment the City Auditor shall approve such assignment as to availability of appropriation by endorsing such approval in writing on the Instrument of Assignment and the executive officer of the agency to which the assignment is made shall endorse his acceptance thereof in writing on the said instrument. Except as provided in the preceding sentence, neither the Authority nor the Consultant shall assign or transfer their respective interests in this Contract without the written consent of the other. If the Authority elects to transfer its interest in this Contract to the City of Boston or any department thereof, any written orders, written approvals or instructions previously given by the Authority are binding on the party to which the Contract is transferred; and if instructions or written orders are changed by said party so as to cause the Consultant to revise work previously completed, the Consultant shall so identify the revisions required in writing to said party, said revisions which shall be cause for extra compensation to the Consultant according to Article V - Payment For Supplementary Services.

ARTICLE XI - RELEASE

In consideration of the execution of this Contract by the Authority, the Consultant agrees that simultaneously with the acceptance of what the Authority tenders and the Consultant accepts as the final payment by it under this Contract, the Consultant will execute and deliver to the Authority an instrument under seal releasing and forever discharging the Authority of and from any and all claims, demands and liabilities whatsoever of every name and nature, both at law and in equity, arising from, growing out of, or in any way connected with this Contract, save only such claims, demands and liabilities as are expressly excepted in said instrument.

ARTICLE XII - SOCIETY RULES OR CUSTOMS

No rules of any society or any custom binding on the Consultant shall be binding on the Authority.

ARTICLE XIII - SEPARABILITY PROVISIONS

If any provisions of this Contract shall be adjudged unlawful or invalid, the validity of the remainder shall not thereby be affected.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written.

BOSTON REDEVELOPMENT AUTHORITY

Attest: _____

By _____
Stephen Coyle, Director

CLARKE & RAPUANO, INC.

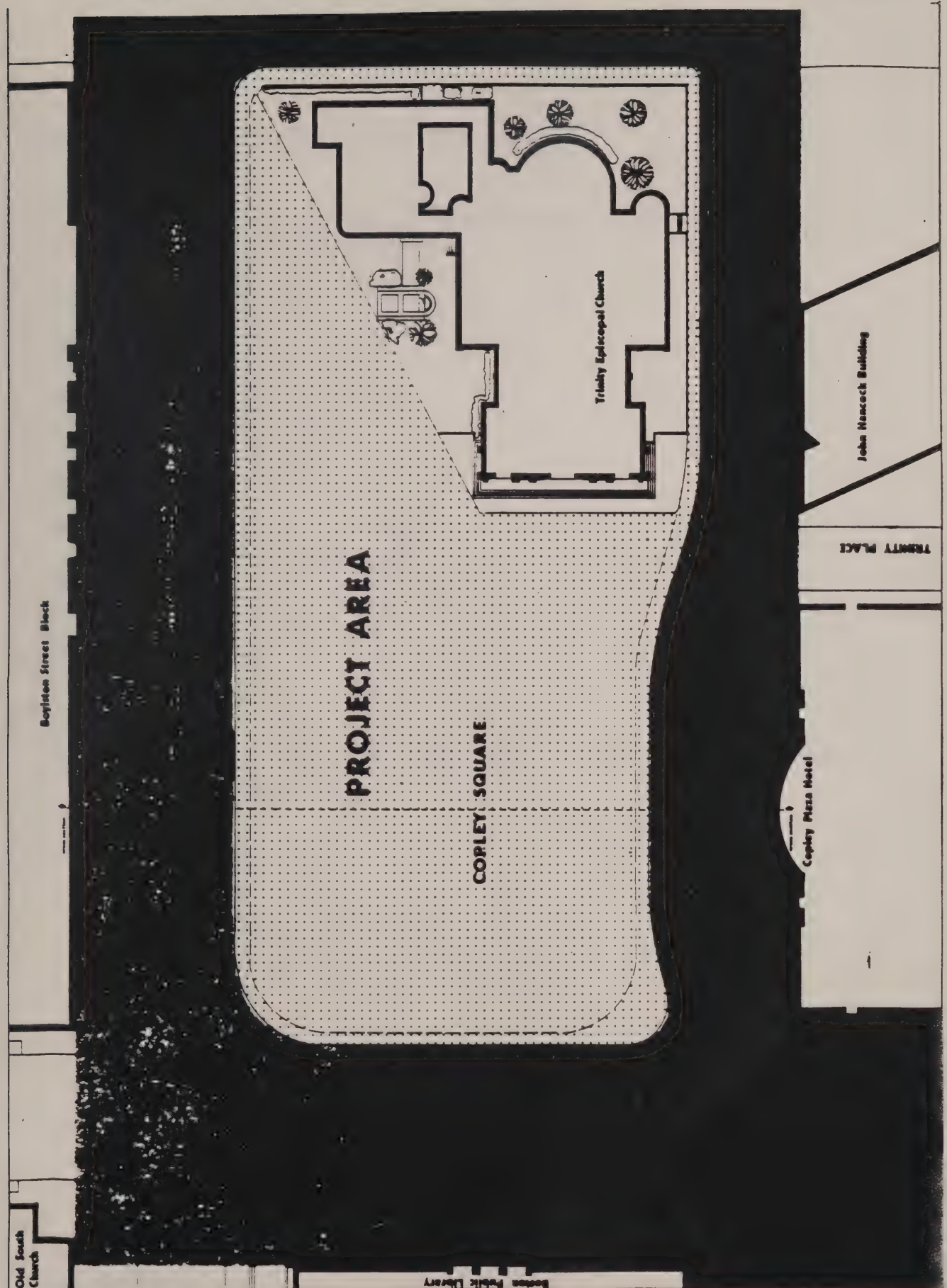
Attest: _____

By _____
Raymond J. Heimbuch, President

APPROVED AS TO LEGAL FORM:

Assistant General Counsel
BOSTON REDEVELOPMENT AUTHORITY

EXHIBIT A. COPLEY SQUARE PROJECT AREA



SCHEDULE 1

REIMBURSABLE EXPENSES (ESTIMATE)

1. Transportation

For trips between New York City and Boston by design staff of the Consultant and its Sub-consultant.

Estimated design staff trips:

Task 2	19
Task 3	21
Task 4	4
Task 5	40
Task 6	12
	<u>96 trips</u>

Cost per trip:

Air fare	\$130
Ground transportation	<u>35</u>
	\$165

Estimated cost:

96 trips x \$165 \$15,840

2. Per Diem

For meals and lodging when design staff remain overnight in Boston.

Estimated overnight stays:

Task 2	4
Task 3	6
Task 4	4
Task 5	2
	<u>16 overnight stays</u>

Per diem \$150 x 16 = \$2,400 2,400

3. Reproduction of Plans

For submission to the Authority for its review and by other public agencies.

Drawing size 30" x 42" = 8.75 sf/sheet
30 sheets x 8.75 = 263 sf set

Ozalid prints:

Task 2	8 sets x 263	=	2,104 sf
Task 3	16 sets x 263	=	4,208 sf
			<u>6,312 sf</u>

6,312 x 0.15 = \$947

Sepia reproducibles:

Task 1	1 set x 263	=	263 sf
Task 3	3 sets x 263	=	789
			<u>1,052 sf</u>

1,052 x 0.75 = \$789 \$ 1,736

4. Reproduction of specifications, estimates and reports

For submission to the Authority for its review and by other public agencies.

Task 2 Estimate 150 sheets per set
8 x 150 x 0.10 = \$120

Task 3 Estimate 300 sheets per set
16 x 300 x 0.10 \$480 \$ 600

5. Long distance telephone

Task 2	4 mos. @ \$120 =	\$ 420
Task 3	7 mos. @ 90 =	630
Task 5	13 mos. @ 70 =	910
Task 6	12 mos. @ 30 =	360
		<u>\$2,320</u>
		\$ 2,320

6. Photography

Photographs for public information service
Allowance \$2,000 \$ 2,000

Total Reimbursable Expenses \$24,296
Say \$24,300

DUTIES OF KEY DESIGN STAFF ASSIGNED TO PROJECT

- Domenico Annese, RLA, Productive Principal/Project Mgr.: Will administer the project, being responsible for coordinating work activities, schedules and administrative liaison with the Authority.
- Raymond J. Heimbuch, PE, Deputy Productive Principal: Will serve as Mr. Annese's deputy in administrative liaison with the Authority and also assist in overseeing engineering design.
- Dean Abbott, RLA, Project Designer: Will serve as the project designer, being responsible for design and design direction to the various disciplines. He will maintain design liaison with the Centennial Committee and Authority.
- James Coleman, RLA, Senior Designer: Will provide design support to Mr. Abbott, providing critiques and assistance in working out details and, when necessary, serve as Mr. Abbott's deputy in design liaison with the Centennial Committee and Authority.
- Donald C. Hughes, PE, Senior Designer: Will provide design direction for mechanical, electrical, electrical, and irrigation work, particularly in establishing systems. He will maintain technical liaison with utility agencies and direct Cleverdon, Varney & Pike, Inc. in their work.
- Andre Martecchini, PE, Senior Designer: Will provide design direction for structural engineering.
- William Wild, Senior Designer: Will provide design direction for site engineering and be responsible for quantity and cost estimates.
- Bernd Lenzen, Senior Designer: Will direct lighting design and assist in irrigation design.
- Robert W. Kugelman, Specifications Writer: Will direct the preparation of specifications and contract documents; also assist staff designers in research of materials and construction methods.
- Cleverdon, Varney & Pike, Inc., Subconsultant: Assist in designing electrical site work and fountain/pool mechanical and electrical work and also in collecting utility data, and coordinating utility requirements.

COPLEY SQUARE

Clarke + Rapuano Inc.
July 17, 1985

KEY DESIGN STAFF ASSIGNED TO PROJECT

<u>Employee</u>	<u>Discipline</u>	<u>Project Title</u>	<u>Hourly Ra</u>
Domenico Annesi, RLA	Landscape Architect	Productive Principal/Proj. Mgr.	\$30.00
Raymond J. Heimbuch, PE	Civil Engineer	Deputy Prod. Principal	33.00
Dean Abbott, RLA	Landscape Architect	Project Designer	21.70
James Coleman, RLA	Landscape Architect	Senior Designer	22.80
Donald C. Hughes, PE	Mech./Elect./Engineer	Senior Designer	20.35
Andre Martecchini, PE	Structural Engineer	Senior Designer	19.30
William Wild	Civil Engineer	Senior Designer	17.25
Bernd Lenzen	Civil Engineer	Senior Designer	19.90
Robert W. Kugelman	Civil Engineer	Specifications Writer	17.50

CLARKE + RAPUANO INC.
AUGUST 23, 1985

COPLEY SQUARE
MANAGING AND SALARY SCHEDULE

STAFF	TASK 2		TASK 3		TASK 4		TASK 5		TASK 6		TOTAL	
	Hourly Rate	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	TOTAL
Produc. Princ./Proj. Mgr.	\$30.00	48	\$1,440.00	32	\$960.00	2	\$60.00	28	\$840.00	4	\$120.00	114 \$3,420.00
Project Designer	\$21.70	310	\$6,727.00	305	\$6,618.50	4	\$86.80	100	\$2,170.00	36	\$781.20	755 \$16,383.50
Senior Designer	\$19.50	240	\$4,680.00	480	\$9,360.00	16	\$312.00	180	\$3,510.00	40	\$780.00	956 \$18,642.00
Designer	\$16.00	150	\$2,400.00	340	\$5,440.00	12	\$192.00	110	\$1,760.00	16	\$256.00	628 \$10,048.00
Junior Designer	\$14.00	100	\$1,400.00	300	\$4,200.00	8	\$112.00	64	\$896.00	0	\$0.00	472 \$6,608.00
Drafter/Technician	\$13.00	270	\$3,510.00	610	\$7,930.00	8	\$104.00	96	\$1,248.00	0	\$0.00	984 \$12,792.00
Specification Writer	\$17.50	60	\$1,050.00	136	\$2,380.00	4	\$70.00	24	\$420.00	4	\$70.00	228 \$3,990.00
Word Processor Operator	\$11.70	32	\$374.40	80	\$936.00	0	\$0.00	0	\$0.00	0	\$0.00	112 \$1,310.40
TOTAL SALARY COST		1210	\$21,581.40	2283	\$37,824.50	54	\$936.80	602	\$10,844.00	100	\$2,007.20	4249 \$73,193.90
SALARY COST X 2.5			\$53,953.50		\$94,561.25		\$2,342.00		\$27,110.00		\$5,018.00	\$182,984.75
SUBCONSULTANT COST			\$18,905.00		\$19,957.00		\$690.00		\$7,775.00		\$1,664.00	\$48,991.00
TOTAL COST			\$72,858.50		\$114,518.25		\$3,032.00		\$34,885.00		\$6,682.00	\$231,975.75

NOTE: Designers include Engineers, Landscape Architects and Architects.

COPLEY SQUARE
Tentative List of Drawings

Clarke + Rapuano Inc.
July 17, 1985

Nominal sheet size = 30" x 42"
Plans at 1" = 20' scale; details as appropriate

<u>Description</u>	<u>No. of Sheets</u>
Title and cover sheet	1
Legend and notes	1
Removal plan (on topo survey base)	1
General development plan, showing reference dimensions	1
Grading, drainage, recharging plan	1
Grading, drainage, recharging details	1
Pavement and lighting plan	1
Pavement and lighting details	2
Irrigation and utility plan	1
Irrigation and utility details	2
Planting plan	1
Planting list and details	1
Seasonal planting	1
Fountain plan with vaults and details	3
Kiosk	1
Miscellaneous details i.e. benches, signs, monuments, etc.	<u>3</u>
Total	22
Say	24

U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
RENEWAL ASSISTANCE ADMINISTRATION

HUD-4219
(2-69)

CONTRACT FOR PROFESSIONAL OR TECHNICAL SERVICES

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Part II - Terms and Conditions

1. Termination of Contract for Cause. If, through any cause, the Contractor shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the Local Public Agency shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract shall, at the option of the Local Public Agency, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Local Public Agency for damages sustained by the Local Public Agency by virtue of any breach of the Contract by the Contractor, and the Local Public Agency may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the Local Public Agency from the Contractor is determined.

2. Termination for Convenience of Local Public Agency. The Local Public Agency may terminate this Contract any time by a notice in writing from the Local Public Agency to the Contractor. If the Contract is terminated by the Local Public Agency as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made: Provided, however, that if less than sixty per cent of the services covered by this Contract have been performed upon the effective date of such termination, the Contractor shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Contractor during the Contract period which are directly attributable to the uncompleted portion of the services covered by this Contract. If this Contract is terminated due to the fault of the Contractor, Section 1 hereof relative to termination shall apply.

3. Changes. The Local Public Agency may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the Local Public Agency and the Contractor, shall be incorporated in written amendments to this Contract.

4. Personnel. a. The Contractor represents that he has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Local Public Agency.

b. All the services required hereunder will be performed by the Contractor or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

c. No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

5. Anti-Kickback Rules. Salaries of architects, draftsmen, technical engineers, and technicians performing work under this Contract shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; title 18 U.S.C., section 874; and title 40 U.S.C., section 276c). The Contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this Contract to insure compliance by subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

6. Withholding of Salaries. If, in the performance of this Contract, there is any underpayment of salaries by the Contractor or by any subcontractor thereunder, the Local Public Agency shall withhold from the Contractor out of payments due to him an amount sufficient to pay to employees underpaid the difference between the salaries required hereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the Local Public Agency for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

7. Claims and Disputes Pertaining to Salary Rates. Claims and disputes pertaining to salary rates or to classifications of architects, draftsmen, technical engineers, and technicians performing work under this Contract shall be promptly reported in writing by the Contractor to the Local Public Agency for the latter's decision which shall be final with respect thereto.

8. Equal Employment Opportunity. During the performance of this Contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and

selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Local Public Agency setting forth the provisions of this nondiscrimination clause.

- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- c. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

9. Discrimination Because of Certain Labor Matters. No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because he has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his employer.

10. Compliance With Local Laws. The Contractor shall comply with all applicable laws, ordinances, and codes of the State and local governments, and shall commit no trespass on any public or private property in performing any of the work embraced by this Contract.

11. Subcontracting. None of the services covered by this Contract shall be subcontracted without the prior written consent of the Local Public Agency. The Contractor shall be as fully responsible to the Local Public Agency for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. The Contractor shall insert in each subcontract appropriate provisions requiring compliance with the labor standards provisions of this Contract.

12. Assignability. The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the Local Public Agency: Provided, however, that claims for money due or to become due the Contractor from the Local Public Agency under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Local Public Agency.

13. Interest of Members of Local Public Agency. No member of the governing body of the Local Public Agency, and no other officer, employee, or agent of the Local Public Agency who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.

14. Interest of Other Local Public Officials. No member of the governing body of the locality in which the Project Area is situated, and no other public official of such locality, who exercises any functions or responsibilities in the review or approval of the carrying out of the Project to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.

15. Interest of Certain Federal Officials. No member of or Delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Contract or to any benefit to arise herefrom.

16. Interest of Contractor. The Contractor covenants that he presently has no interest and shall not acquire any interest, direct or indirect, in the above-described Project Area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

17. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Contractor under this Contract are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the Local Public Agency.

U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
URBAN RENEWAL PROGRAMDETERMINATION OF PREVAILING SALARIES
OF TECHNICAL POSITIONS

A. NAME OF LOCAL PUBLIC AGENCY	C. LOCALITY OF PROJECTS
	Massachusetts Rhode Island
B. ADDRESS OF LOCAL PUBLIC AGENCY (Include Street Address, City, State and ZIP Code)	

D. CLASSIFICATION OF EMPLOYMENT	PREVAILING SALARIES DETERMINED BY SECRETARY				CLASSIFICATION OF EMPLOYMENT	PREVAILING SALARIES DETERMINED BY SECRETARY			
	REG- ULAR RATE	PER TIME PERIOD*	OVER- TIME RATE	PER TIME PERIOD*		REG- ULAR RATE	PER TIME PERIOD*	OVER- TIME RATE	PER TIME PERIOD*
1 Planner (3)	10.45	H			13 Draftsman (3)	9.52			
2 Planner (2)	9.40	H			14 Draftsman (2)	8.31			
3 Planner (1)	8.85	H			15 Draftsman (1)	6.60			
4 Engineer (3)	9.95	H			16 Chief of Party (Surveying)	7.98			
5 Engineer (2)	8.75	H			17 Instrumentman	7.26			
6 Engineer (1)	7.98				18 Rodman	5.50			
7 Architect (3)	9.95				19 Chairman	5.50			
8 Architect (2)	8.75				20 Draftsman-Tracer	5.78			
9 Architect (1)	7.98				21				
10 Landscape Architect (3)	9.52	H			22				
11 Landscape Architect (2)	8.58	H			23				
12 Landscape Architect (1)	7.81	H			24				

* Year indicated by "Y", Month by "M", Week by "W", and Hour by "H".

F. The rates indicated above are determined to be the salary rates prevailing in the above locality for the respective classifications of architects, technical engineers, draftsmen, and technicians employed in the development of Title I projects.

In order to fulfill the provisions of the contract or contracts for Title I financial assistance you shall require the payment not less than the salaries prevailing in the locality as herein determined, to such technical personnel employed in the development of the aforementioned Title I projects as are within the purview of the determination. This determination supersedes all previous determinations.

SECRETARY OF HOUSING AND URBAN DEVELOPMENT

By

Labor Relations Specialist

Region I

Title

July 1, 1983
Date